



reflect current and appropriate site locations and descriptions, monitoring parameters and procedures, benchmarks, and other requirements, as indicated by the QAP developed by Third Rock. Stream monitoring protocols that were revised include fish, macroinvertebrate, habitat, and water chemistry sampling.

Watershed Assessments

Third Rock has developed watershed assessments for each of the seven major watersheds. These watershed assessments provide a comprehensive characterization of each watershed including the land uses, stakeholders, drainage characteristics, and potential pollutant sources. In addition, all biological, chemical, and geomorphologic water quality data is compiled and evaluated. As part of this process, monitoring data gaps that would hinder development of effective implementation decisions were identified. These assessments capture the current state of each of the seven watersheds and provide a platform that additional monitoring, modeling and planning can develop into actionable implementation plans.

Visual Stream Assessments

Faced with the daunting task of assessing all streams within the Urban Service Area, LFUCG turned to Third Rock to provide assistance in fulfilling the permit requirement to inspect all drainage systems for illicit discharges. Third Rock visually assessed all streams in the Cane Run, Town Branch, and North and South Elkhorn watersheds for all stormwater outfalls, erosion areas, utility and stream crossings, and trash sites. For these four watersheds, Third Rock also conducted habitat assessments while in the field providing key insight on the causes of impairment in these areas. Third Rock also trained LFUCG samplers on data collection methods and provided quality control and reporting for the other watersheds in the Urban Service Area. These visual assessments detected multiple illicit discharges for elimination, improving the water quality of the MS4 area.



VISION FOR WATER QUALITY IMPROVEMENT

Where We Are

Over the past 6 years, the Tetra Tech / Third Rock team has assisted LFUCG in attaining compliance with the federal Consent Decree, KPDES Permit, and refining and implementing the SWQMP. The team has not missed a Consent Decree deliverable deadline, nor have the Kentucky Division of Water audits yielded any deficiencies. Local individuals who were once critical of the stormwater program have become participants in its improvement and are complimentary of the progress that has been made. Revisions to the Stormwater Manual are underway and a Low Impact Development Manual has been developed to guide the program toward the use of green infrastructure. All streams within the Urban Service Area have been assessed by the project team, and all watersheds have been assessed – with two comprehensive watershed plans in place. The program has maintained compliance while developing foundational ordinances, policies, and procedures. The next step is to move beyond compliance to focus on implementation plans and projects to address water quality impairments.

What's the Problem?

The protection and restoration of the physical, chemical, and biological integrity of Lexington's waters is the spirit of the law behind the Consent Decree, and the future must be focused on this goal. Monitoring has indicated that the chief water quality issues in Lexington streams are 1) human health concerns due to elevated pathogen levels and 2) impairment to aquatic life due primarily to hydrologic stress from high velocity runoff and a lack of in-stream habitat. Pollutant inputs – besides bacteria – are less of an issue locally for most stream reaches. While remediation of the sanitary sewer system should decrease the human health risk and pathogen levels in Lexington streams, current Total Maximum Daily Loads (TMDLs) indicate that plans will be needed to address stormwater contributions to pathogen impairments in the future. For the aquatic life impairments, the stormwater program will need to develop and

continue to support innovative programs and policies to improve the stream habitat and promote increased rainfall infiltration and detention. Since the causes and sources of impairment are complex and multi-faceted, the solutions to these problems need to be tailored to the unique characteristics of each watershed in order to be effective. For example, stream corridor stabilization, streambank vegetation, and infiltration and detention projects implemented at varying scales can help to reduce and slow down stormwater discharges to local waterways, and lessen erosive forces and bed scouring within the channel.

Where Are We Going?

Over the next permit cycle, water quantity, water quality, and habitat impacts must be addressed through scientifically sound watershed-based planning and management. While continuing to meet the current measurable goals and performance standards, the existing program framework should be flexible enough to target resources for optimizing water quality benefits and anticipate and adapt to changes future permits may require. Projects and programs to improve water quality must be both cost-effective and prioritized to address the most significant sources of impairment and watershed degradation. In order to ensure that implementation actions address impairments, the public and key stakeholders must be able to identify areas most in need of improvement and solutions that can be implemented. The Tetra Tech / Third Rock team has the technical resources to provide LFUCG with the vision, tools, and training to address these needs and capture opportunities and increase internal capacity.

Watershed-Based Planning and Management

In order to collectively and effectively address the pollution and degradation of the health of the streams in our watersheds, all contributing sources and causes must be identified. Best Management Practices (BMPs) often fail because of improper location, design, lack of consideration of changing land use conditions, or conflicting development plans. With the publication of three pathogen total



maximum daily load (TMDL) documents for watersheds within the LFUCG MS4 area, these concerns are heightened. LFUCG is now required to evaluate BMPs and their effectiveness at reducing the load allocated to the MS4 to the maximal extent practicable. The Tetra Tech/Third Rock project team consists of local and national leaders in watershed planning, having completed projects throughout the state that are widely heralded as the industry standard. The team has already begun this process through the development of watershed assessments for each watershed and completion of a plan for Wolf Run. This Wolf Run plan includes a detailed list of BMP recommendations developed by a diverse group of stakeholders to reduce pollutants to targeted levels.

Watershed assessments have been developed for each of the seven major watersheds. If selected by LFUCG, the team would work collaboratively with LFUCG staff to develop plans with prioritized BMPs targeting the most significant impairments. These plans will also ensure that the watershed-based Stormwater Master Plans and Sanitary Sewer Remedial Measures Plans are implemented in a collaborative manner to maximize water quality benefits. The team can develop GIS-based tools to aid LFUCG and stakeholders in developing scoring criteria to prioritize projects, policies, and practices to ensure the maximum gain for available capital expenditures and/or grant funding.

Enhancement of the LFUCG Monitoring Program

Based on recommendations of Third Rock's monitoring program evaluation, the permit requirements for standardized monitoring at the mouth of the seven urbanized watersheds have been reduced in favor of a new requirement to develop a "watershed-focused monitoring expansion." These requirements are developed around the model successfully used by Third Rock in the Wolf Run Watershed Plan including water chemistry, macroinvertebrates, microbial source tracking, hydro-geomorphic characterization, and habitat assessment. This enhanced monitoring program will allow each major watershed to be evaluated in depth once per permit cycle, enabling a continuous cycle of planning, evaluation, and

implementation while progressing towards water quality goals.

Interactive Public Involvement

The formation of the Stormwater Stakeholder Advisory Committee created an avenue for interested citizens to provide vital feedback on stormwater issues. Numerous public outreach events and meetings have been held, and a wide range of material has been developed to increase public knowledge of stormwater issues in each watershed. The next step in enhancing public involvement in the stormwater program could include partnering with water quality sampling volunteers on the collection of screening data, as well as interactive reporting of monitoring data and implementation projects and plans. Approaches that actively engage and involve local citizens, property owners, and businesses in monitoring water quality and promoting local streams as neighborhood amenities are often very successful in supporting the kinds of low-cost, small-scale, high-volume BMPs needed to address stormwater quality and quantity issues.

Currently, Watershed Watch and citizen groups are collecting data on streams independent of LFUCG data collection efforts. Coordinating with such volunteer groups can help focus data collection on more strategic locations, with data quality verified via quality assurance program plans and appropriate training. Such efforts could provide increased access to screening data for LFUCG and increased opportunities for education and involvement to interested volunteer groups.

Story map technology increasingly allows geographic information such as green infrastructure installations, pollutant hot spots, or riparian restorations to be displayed with easy-to-use interfaces, communicating large amounts of data in a user-friendly way. In this way, citizens can understand how their residence or business may contribute to water quality problems and what they can individually do in order to be part of the solution.



Construction and Post-Construction

The Consent Decree, MS4 permit, and SWQMP require long-term commitments to addressing current water quality challenges and preventing the types of development, infrastructure, and activities that caused poor water quality in the past. As noted throughout this document, Lexington is making considerable progress in both areas. The construction management program is a prime example of such commitments. The industry has moved from low compliance levels a decade ago toward a culture of compliance today, with ongoing training, inspection, and – where needed – enforcement.

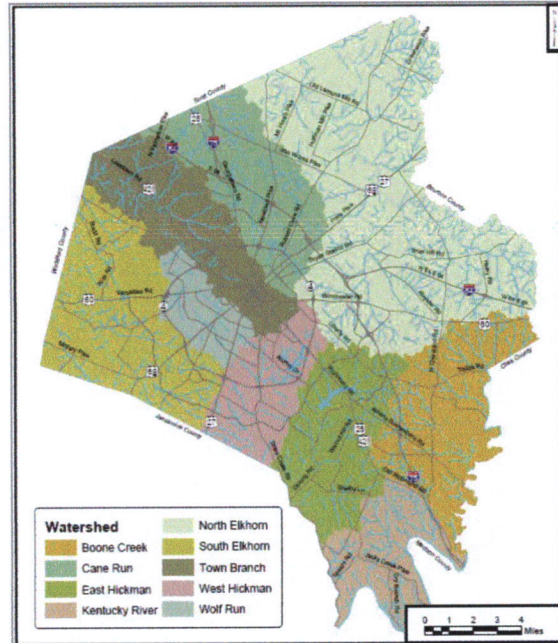
Post-construction requirements have also improved, through the city’s adoption of new Low Impact Development Guidelines that promote the use of green infrastructure, and better oversight of stormwater conveyance and storage facilities. The Tetra Tech / Third Rock team is prepared to support Lexington further in this regard, with increased use of green infrastructure, better post-construction design guidelines, and greater integration of development with the city’s growing assortment of trails, greenways, and recreational areas. Considerations for these improvements will be addressed through updates in the existing Stormwater Manual, planned for the near future.

Internal Capacity Building

Tetra Tech and Third Rock staff realize that their services will not be needed indefinitely; i.e., at some point, LFUCG staff will provide most if not all of the program management, monitoring, planning, and other services. Our team is committed to support the city as it moves toward shouldering a greater share of the workload, by training city staff and generally assisting the eventual transition of the program to staff.

In support of this overall goal, the project team will work to train LFUCG on current monitoring techniques and data analysis methods such that the overall program costs are reduced and impairments can be readily investigated. Team staff will continue to provide training, materials, and support to city construction site inspection, plan review, and other staff, to ensure that the city is both ready for a

USEPA audit and prepared for operating with lesser amounts of consultant support in the future. This approach will be extended to other areas of the MS4 program now supported by Tetra Tech and Third Rock, at a level consistent with the desires and directives of LFUCG management.





SECTION 7 » DEGREE OF LOCAL EMPLOYMENT

Tetra Tech was founded in 1966 to provide engineering services related to waterways, harbors, and coastal areas. Since then, the Company has substantially increased the size and scope of its business and expanded its service offerings. **Tetra Tech's local office has approximately 30 employees and is located at 424 Lewis Hargett Circle, Suite 110.** Tetra Tech is currently registered by the Commonwealth of Kentucky in accordance with KRS 322.060 to perform the engineering services needed for this project. Our Kentucky registration number is 1555.

We understand the importance of MBE/WBE goals and are committed to providing meaningful women and minority participation at levels desired by LFUCG. Our track record on similar efforts demonstrates our commitment to, and success in, achieving or exceeding project-specific goals. **For example, on our current Program Management contract, the MBE has done approximately 35% of the work.** To achieve or exceed your 10% participation goal, we have enlisted the services of Third Rock Consultants to provide our team a highly qualified MBE. **Third Rock Consultants is located at 2526 Regency Road, Suite 180.**

Over 90% of the work on this project will be done in the Lexington offices of Tetra Tech and Third Rock Consultants.



APPENDIX A » FORMS

AFFIDAVIT

Comes the Affiant, Richard W. Walker, P.E., CFM, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Richard W. Walker, P.E., CFM and he/she is the individual submitting the proposal or is the authorized representative of Tetra Tech, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Richard W. Walker

STATE OF Kentucky

COUNTY OF Fayette

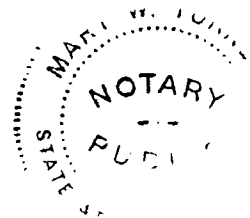
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Richard W. Walker on this the 25th day
of October, 2014

My Commission expires: MY COMMISSION EXPIRES MAY 15, 2016

Mary Turner
NOTARY PUBLIC, STATE AT LARGE

Notary ID# 466331



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Richard W. Walk
Signature

Tetra Tech, Inc.
Name of Business

Company Totals (U.S Offices)

TETRA TECH, INC.	TOTAL Employees	M				F				MALES				FEMALES				
		Male	Female	Minority	H	H	W	B	NHPI	A	NA	2	W	B	NHPI	A	NA	2
GRAND TOTAL	1200	902	298	167	27	10	790	27	1	48	2	7	263	9	0	20	3	3
Exec/Sr Officials & M	292	260	32	29	3	0	232	4	0	18	1	2	31	1	0	0	0	0
First/Mid Officials & M	4206	2703	1503	836	118	96	2221	110	7	199	13	36	1149	89	3	135	6	26
Professionals	943	805	138	284	110	11	662	51	0	76	7	10	107	5	0	11	0	4
Technical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	664	135	529	218	15	64	94	13	1	6	1	5	352	66	1	25	8	13
Craft Workers (skilled)	162	158	4	53	35	0	106	3	0	9	5	0	3	1	0	0	0	0
Craft Workers (Semi-s	551	535	16	139	92	0	396	18	2	1	17	9	16	0	0	0	0	0
Laborers (unskilled)	508	489	19	243	171	9	260	19	0	24	10	6	5	1	0	4	0	0
Service Workers	14	10	4	2	0	0	9	1	0	0	0	0	3	1	0	0	0	0
GRAND TOTAL	8540	5997	2543	1961	671	189	4660	246	11	380	56	73	1919	173	4	195	17	46
PERCENTAGE	100.0%	70.2%	29.8%	23.0%	6.7%	2.2%	54.6%	2.9%	0.1%	4.4%	0.7%	0.9%	22.5%	2.0%	0.0%	2.3%	0.2%	0.5%

Prepared by: Janet Bruner | Human Resources Manager
 Tetra Tech, Inc. | janet.brunner@tetratech.com

Name & Title

Firm Submitting Proposal: Tetra Tech, Inc.

Complete Address: 424 Lewis Hargett Circle, Suite 110
Street City Zip

Contact Name: Richard W. Walker, P.E. Title: Vice President

Telephone Number: (859) 223-8000 Fax Number: (859) 224-1025

Email address: richard.walker@tetrattech.com



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 57-2014

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3. Tetra Tech will meet or exceed LFUCG's goal of 10% MBE/WBE participation for its contracts with the City of Lexington.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tetra Tech, Inc.
Company

10/13/2014
Date

Richard W. Walker, P.E., CFM
Company Representative

Vice President
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 57-2014

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.		N/A			
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Tetra Tech, Inc.
 Company
10/13/2014
 Date

Richard W. Walker, P.E., CFM
 Company Representative
Vice President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 57-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
N/A							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tetra Tech, Inc.
Company

Richard W. Walker, P.E., CFM
Company Representative

10/13/2014
Date

Vice President
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 57-2014
 Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

 Company

 Company Representative

 Date

 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 57-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

X _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Direct contact with MBE/WBE firms

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Tetra Tech, Inc.

Company

Richard W. Walker, P.E., CFM

Company Representative

10/13/2014

Date

Vice President

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms,

- conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Richard W. Walker
Signature

10/13/2014
Date

CONFIDENTIAL

**AFFIRMATIVE ACTION PROGRAM OF
TETRA TECH, INC.**

EFFECTIVE DATE OF THIS AAP: 01/01/14 through 12/31/14

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I. INTRODUCTION

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM

The following pages represent the Affirmative Action Program of Tetra Tech, Inc., (3475 E Foothill Blvd, Pasadena, CA 91107), herein after referred to as Tetra Tech.

This Affirmative Action Program (AAP) is the property of Tetra Tech. The detailed information contained in this Affirmative Action Program is provided in good faith, and in compliance with Executive Order 11246 and other applicable federal and state laws, and regulations developed by the office of Federal Contract Compliance Programs (OFCCP) pertaining to the development of AAP's by federal contractors and subcontractors. Statements and data in this Affirmative Action Program are subject to a misinterpretation and a misuse which could be damaging to the business goals and interests of Tetra Tech in ways which may be independent of and adverse to Tetra Tech's affirmative action and equal employment opportunity obligations and objectives.

Therefore, this AAP is developed with the specific intent and requirement that:

1. This AAP and the information herein will be made available or submitted to the OFCCP upon demand, pursuant to the relevant provisions of Executive Order 11246 and applicable regulations developed by the OFCCP. The information and data contained in this AAP is to be kept strictly confidential and shall not be disclosed to anyone not employed by the OFCCP without prior written notice to and the written consent of Tetra Tech to disclose the relevant information contained herein. If consent is not given and the OFCCP still intends to disclose all or any part of this AAP, Tetra Tech shall have the right to appeal the decision of the OFCCP through any agency appeal procedure that may exist prior to any disclosure.
2. No information contained in this AAP is to be disclosed, copied, reproduced, or removed from the premises of the OFCCP, except in the normal course of business by an employee of the OFCCP, nor is any unauthorized person to be given access to its contents in any manner whatsoever without the prior written consent of an authorized representative of Tetra Tech.
3. Any employee, applicant, government office or any other entity or other person(s) who are allowed by Tetra Tech to review any or all of this AAP, for whatever reason or purpose, shall keep such information strictly confidential and shall not remove, copy, or in any manner whatsoever disclose, make available, discuss or disseminate the information contained in this AAP.

II. COMPANY PROFILE

Tetra Tech, Inc. (NASDAQ: TTEK) is a leading provider of specialized management consulting and technical services in three principal business areas: resource management, infrastructure and communications. Our management consulting services are complemented by our technical services, including research and development, applied science, engineering and architectural design, construction management, and operations and maintenance. We provide these services to a diverse base of public and private sector clients. Founded in 1966, we have over 14,000 employees located in more than 330 offices worldwide.